

IN THE UNITED STATES COURT FOR FEDERAL CLAIMS

THE EXCELLENT THE EXCELLENT RAJ
K. PATEL, from all capacities,

Plaintiff

v.

THE UNITED STATES

Defendant

No. 1:21-cv-2004-LAS

Dated: October 19, 2021

ANSWER TO DOCKET 7 – THE ORDER TO SHOW CAUSE

I, T.E., T.E. Raj K. Patel, respectfully submit the following to serve as my answer to
[Dkt. 7]:

I. “The United States Court of Federal Claims shall have jurisdiction to render judgment upon any claim against the United States founded...upon any express or implied contract with the United States.” The Tucker Act, 28 U.S.C. § 1491(a)(1).

A. As a general rule, if a plaintiff alleges breach of a contract with the government, the allegation itself confers power on the [Federal] Claims Court to decide whether the claim has merit. *Hanlin v. United States*, 214 F.3d 1319, 1321 (Fed. Cir. 2000). *See* Compl. at p. 45-46.

B. I alleged an express contract with the United States which is money-mandating and demanding. Compl. at p. 45-46. *Bank of Guam v. United States*, 578 F.3d 1318, 1329 (Fed. Cir. 2009).

1. *Holmes v. United States*, 657 F.3d 1303, 1314 (Fed. Cir. 2011) (“[I]n a contract case, the money-mandating requirement for Tucker Act jurisdiction normally is satisfied by the presumption that money

damages are available for breach of contract, with no further inquiry being necessary.”).

2. *Cf. Holmes*, 657 F.3d at 1314 *citing Tippet v. United States*, 185 F.3d at 1254-55 (Fed. Cir. 1999) (“When a contract is not involved, to invoke jurisdiction under the Tucker Act, a plaintiff must identify a constitutional provision, a statute, or a regulation that provides a substantive right to money damages.”).

- C. To state a claim within this Court’s jurisdiction, “the plaintiff must identify a separate contract...that provides for money damages against the United States.” *Smith v. United States*, 709 F.3d 1114, 1116 (Fed. Cir. 2013) (*citing Ferreiro v. United States*, 501 F.3d 1349, 1351 (Fed. Cir. 2007)). Stated differently, the plaintiff must state a claim that is based on a provision that “can fairly be interpreted as mandating compensation by the Federal Government for the damages sustained,” *United States v. Mitchell*, 463 U.S. 206, 216-217 (1983) (*citing United States v. Testan*, 424 U.S. 392, 400 (1976)), and is “reasonably amenable to the reading that it mandates a right of recovery in damages,” *United States v. White Mountain Apache Tribe*, 537 U.S. 465, 473 (2003).
- D. “As interpreted by the United States Supreme Court, the Tucker Act waives sovereign immunity to allow jurisdiction over claims against the United States...founded on an express or implied contract with the United States...[or] seeking a refund from a prior payment made to the government.” *Vernon-Theunder: James v. United States*, No. 21-643C (Fed. Cl. Jul. 29, 2021), p. 5 *citing United States v. Navajo Nation*, 556 U.S. 287, 289-90 (2009); *see also Me.*

Community Health Options v. United States, 140 S. Ct. 1308, 1327-28 (2020)
(citations omitted).

E. The underlying monetary claims are of three types...

1. “First, claims alleging the existence of a contract between the plaintiff and the government fall within the Tucker Act’s waiver...” *Ont. Power Generation, Inc. v. United States*, 369 F.3d 1298, 1301 (Fed. Cir. 2004) cited in *Vernon-Theunder: James v. United States*, No. 21-643C (Fed. Cl. Jul. 29, 2021), pp. 5-6.

i. At a minimum, I allege a written express contract made with the United States through President and Commander-in-Chief Trump; contractually speaking, we mildly negotiated, and I made the offer for President and Commander-in-Chief Trump to accept, which he did using American sign language and spoken English language.

See Compl. at pp. 16-22 & 33-24, paras. VI, VIII, & LVI.

2. “Second, the Tucker Act’s waiver encompasses claims where ‘the plaintiff has paid money over to the Government, directly or in effect, and seeks return of all or part of that sum.’ *Eastport S.S. [Corp. v. United States]*, 178 Ct. Cl. 599, 605-06,] 372 F.2d [1002,] 1007-08 [(1967)] (describing illegal exaction claims as claims ‘in which ‘the Government has the citizen’s money in its pocket’’ (quoting *Clapp v. United States*, 127 Ct. Cl. 505, 117 F. Supp. 576, 580 (1954))...” *Ont. Power Generation, Inc.*, 369 F.3d at 1301 cited in *Vernon-Theunder: James*, No. 21-643C (Fed. Cl. Jul. 29, 2021), pp. 5-6.

- i. The facts alleges that consistent to the contractual terms Plaintiff performed his duty to live under the stress weapon and gain weight if that happens and did not interfere with the supply-chain succession. Therefore, the Plaintiff paid the Government money in effect to the government and seeks return in part.
3. “Third, the Court of Federal Claims has jurisdiction over those claims where ‘money has not been paid but the plaintiff asserts that he is nevertheless entitled to a payment from the treasury.’ *Eastport S.S.*, 372 F.2d at 1007. Claims in this third category, where no payment has been made to the government, either directly or in effect, require that the ‘particular provision of law relied upon grants the claimant, expressly or by implication, a right to be paid a certain sum.’” *Id.*; see also [*United States v. JTestan*, 424 U.S. [392,] 401-02 [(1976)]. *Ont. Power Generation, Inc.*, 369 F.3d at 1301 cited in *Vernon-Theunder: James*, No. 21-643C (Fed. Cl. Jul. 29, 2021), pp. 5-6.
 - i. Particular source of the law would be the alleged contract between Plaintiff and the Defendant-United States. *Holmes v. United States*, 657 F.3d 1303, 1314 (Fed. Cir. 2011) (“[I]n a contract case, the money-mandating requirement for Tucker Act jurisdiction normally is satisfied by the presumption that money damages are available for breach of contract, with no further inquiry being necessary.”).

F. To conduct that analysis, we apply the traditional four-part test for the existence of a government contract: (1) mutuality of intent to contract; (2) offer and acceptance; (3) consideration; and (4) a government representative having actual authority to bind the United States. *Hometown Fin., Inc. v. United States*, 409 F.3d 1360, 1364 (Fed. Cir. 2005) cited in *Columbus Reg'l Hosp. v. United States* 990 F.3d 1330, 1339 (Fed. Cir. 2021).

1. Mutuality of intent to contract – At a minimum, President Trump and I showed mutuality of intent to enter and continue the contract, after I sent him a written description of the contract. I also asked him to display the sign to make sure he would be enforce the contract, which is his constitutional power. Compl. p. 45-46.
2. Offer and acceptance – *Balt. Ohio R.R. v. United States* 261 U.S. 592, 598 (1923) (Such an agreement will not be implied unless the meeting of minds was indicated by some intelligible conduct, act or sign. *Woods v. Ayres*, 39 Mich. 345, 351).
 - i. The United States made the offer for me to live under the stress weapon, as they observe as “bodyguards” and observers,” until the stress weapon is terminated. Compl. p. 45-46. Or, I made the counter offer, which President Trump accepted immediately.
 - ii. President Trump uses American sign language to accept the written offer or re-enforce the contract. *See* Compl. 36-37, para. LVI.
3. Consideration –

- i. The United States would get to learn about how the stress weapon works, as used on me by the terrorists on its target and field, and the goals of the stress weapon, which is also knowledge that they can use to improve the lives of others by terminating the stress weapon or giving them damages too in a separate case.
- ii. The United States would get to get more certainty to faithfully execute the laws and constitution of the United States and protect my safety over the terrorists.
- iii. The United States would get improve the lives of others in the human capital and student supply chain and would be able to faithfully give me money for the service I have given it.
- iv. I would get justice in forms of money for the damages, the stress weapon would be countered to ensure that my college academics are not hindered, and I would get money for my service, including living under the stress weapon, seeing who uses its and possibly criminal action against them, and money, including for the damages which had already accrued before the first offer and acceptance. *See* Compl. at p. 45-46; *Id.* at 16-22, paras. VI & VIII. The breach happened when I would have excessive skin due to weight gain and will require skin amputation and permanent scarring.
- v. The United States would get certainty that only what is owed to me would be paid, rather than more or less, and constitutional and

political victory over a terroristic power operating within the United States.

4. A government representative having actual authority to bind the United States –
 - i. At a minimum, President Trump has actual authority to bind the United States to the contract.

G. Relief:

1. Order damages or liquidated damages as below.
2. In the alternative, order specific performance of the contract, except required the United States to allow for weight loss and stop further fat mass weight gain, and have them pay the money on my 30th birthday.
3. The court's inherent authority can be used.

II. “The United States Court of Federal Claims shall have jurisdiction to render judgment upon any claim against the United States...for liquidated or unliquidated damages in cases not sounding in tort.” 28 U.S.C. § 1491(a)(1).

A. *Holmes*, 657 F.3d at 1314 (“[I]n a contract case, the money-mandating requirement for Tucker Act jurisdiction normally is satisfied by the presumption that money damages are available for breach of contract, with no further inquiry being necessary.”).

1. The terms of the contracts are formulaic to also serve as liquidated damages (i.e. \$1 per American for being under the stress weapon before the classmate in paragraph VI made the offer, which was ratified and accepted (or as I offered to President Trump and accepted by President

Trump using American sign language)) and the money would be received for the accrued harm from the terroristic stress weapon stressor (i.e. loss of opportunity) and for services rendered under the stress weapon. *See* Compl. at p. 45-46; *Id.* at 16-22, paras. VI & VIII.

III. “The United States Court of Federal Claims shall have jurisdiction to render judgment upon any claim against the United States founded either upon the Constitution...or any Act of Congress.” 28 U.S.C. § 1491(a)(1).

A. “As interpreted by the United States Supreme Court, the Tucker Act waives sovereign immunity to allow jurisdiction over claims against the United States...based on federal constitutional, statutory, or regulatory law mandating compensation by the federal government for damages sustained.” *Vernon-Theunder: James v. United States*, No. 21-643C (Fed. Cl. Jul. 29, 2021), p. 5 citing *United States v. Navajo Nation*, 556 U.S. 287, 289-90 (2009); *see also Me. Community Health Options v. United States*, 140 S. Ct. 1308, 1327-28 (2020) (citations omitted).

B. To state a claim within this Court’s jurisdiction, “the plaintiff must identify a...statute...that provides for money damages against the United States.” *Smith v. United States*, 709 F.3d 1114, 1116 (Fed. Cir. 2013) (citing *Ferreiro v. United States*, 501 F.3d 1349, 1351 (Fed. Cir. 2007)). Stated differently, the plaintiff must state a claim that is based on a provision that “can fairly be interpreted as mandating compensation by the Federal Government for the damages sustained,” *United States v. Mitchell*, 463 U.S. 206, 216-217 (1983) (citing *United States v. Testan*, 424 U.S. 392, 400 (1976)), and is “reasonably amenable to the reading

that it mandates a right of recovery in damages,” *United States v. White Mountain Apache Tribe*, 537 U.S. 465, 473 (2003).

C. Separate from the contract and if there is no contract, my Free Exercise of Religion has been sustainably burdened by living under the constant use of the stress weapon and for in interfering on the right-side of my brain which functions the religious brain-power or brain-processing and my religious acts, such as civic expression and social expression. The government of substantially burdened my Free Exercise of Religion by not terminating the terroristic stress weapon (omission of Constitutional duty).

1. 42 U.S.C. § 2000bb-1(c).

2. 42 U.S. Code § 2000bb(a)(1) & (3)

- i. § 2000bb(a)(1) - The constitutional duty for the government to protect the Free Exercise of Religion is found in Section 1 of Article VI of the United States Constitution which refers to all the following: the Declaration of Independence (1776) (i.e. Humans are “endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.--That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed.”), the Treaty of Paris (1783), and the Congressional Proclamation in Support of the Treaty of Paris (Jan. 1784). *Cf.* U.S. const., amend.

I.

- ii. § 2000bb(a)(3) - The government had no compelling justification not to perform its duty to protect my constitutional rights under Section 1 of Article VI of the United States Constitution, over the course of 21 years or more.

3. The court's inherent authority can be used.

IV. Full Faith and Credit Clause: "Full Faith and Credit shall be given in each State to the public Acts...And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof." U.S. const., art. IV, § 1.

A. Full Faith requires The United States to ensure that I am free from the stress weapon and restored to dignity of my style/title as The Excellent Student Body President of B.C.S.C. and also The Excellent Student Body President of Emory University, Inc. Full Faith and Credit limits the use of force of those who are styled by any sovereign within the Union.

B. Relief:

1. *See* Paris Peace Treaty – Congressional Proclamation of Jan. 14, 1784 (every judge should uphold the Treaty of Paris "sincerely, strictly, and completely") referred in Section 1 of Article VI of the United States Constitution.

2. *See also Id.* for Federalism.

3. The court's inherent authority can be used.

V. Privileges and Immunities Clause: "The citizens of each state shall be entitled to all privileges and immunities of citizens in the several states." (includes state- and federal-

created corporations, see Grievance 21, Decl. of Independence (1776) and U.S. const., art. VI, § 1).

A. If a person is styled in a political subdivision, through elected office, and that person is a United States Citizen, the United States must not deny the rights, privileges, and immunities bestowed upon him/her/they enshrined in the constitutional and national documents, including corporate law and charters. I am a natural-born American citizen, and I have the privilege of holding two political subdivision offices, one at B.C.S.C. and another one at Emory University, Inc. In both political subdivisions, I was the head of the student government, an institution which predates the signing of the United States Constitution. [For example, a not-United States citizen who is elected to a political subdivision which is a local municipal corporation may be denied the privileges of executive privilege by the State and/or the United States. In addition, a not-United States elected to a political subdivision may be denied the immunities of that political subdivision which would otherwise be given to United States citizens.].

B. Relief:

1. The President of the United States and other executive officers are responsible for ensuring that the Constitution is enforced, including the Privileges and Immunities.
2. *See* Paris Peace Treaty – Congressional Proclamation of Jan. 14, 1784 (every judge should uphold the Treaty of Paris “sincerely, strictly, and completely”) referred in Section 1 of Article VI of the United States Constitution.

3. *See also Id.* for Federalism.

4. The court's inherent authority can be used.

VI. Privileges or Immunities Clause: "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States..." (includes state- and federal- created corporations, see Grievance 21, Decl. of Independence (1776) and U.S. const., art. VI, § 1).

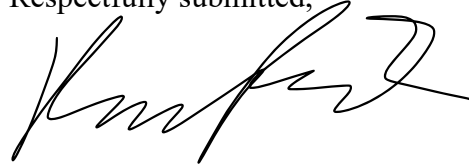
A. *See supra*, paragraph V(A).

B. Relief: *See supra*, paragraph V(B).

C. The court's inherent authority can be used.

See RCFC 8(d)(1)-(3).

Respectfully submitted,



T.E., T.E. Raj K. Patel
1239 Spring Lake Drive
Brownsburg, IN 46112
Hendricks County
317-450-6651 (cell)
raj2010@gmail.com
www.rajpatel.live

Pro Se

J.D. Candidate, Notre Dame L. Sch. 2022
(or permanently withdrew)
President/Student Body President, Student
Gov't Ass'n of Emory U., Inc. 2013-
2014 (corporate sovereign 2013-present)
Student Body President, Brownsburg Cmty.
Sch. Corp./President, Brownsburg High
Sch. Student Gov't 2009-2010
(corporate sovereign 2009-present)

Rep. from the Notre Dame L. Sch. Student
B. Ass'n to the Ind. St. B. Ass'n 2017
Deputy Regional Director, Young
Democrats of Am.-High Sch. Caucus
2008-2009
Co-Founder & Vice Chair, Ind. High Sch.
Democrats 2009-2010
Vice President of Fin. (Indep.), Oxford C.
Republicans of Emory U., Inc. 2011-
2012